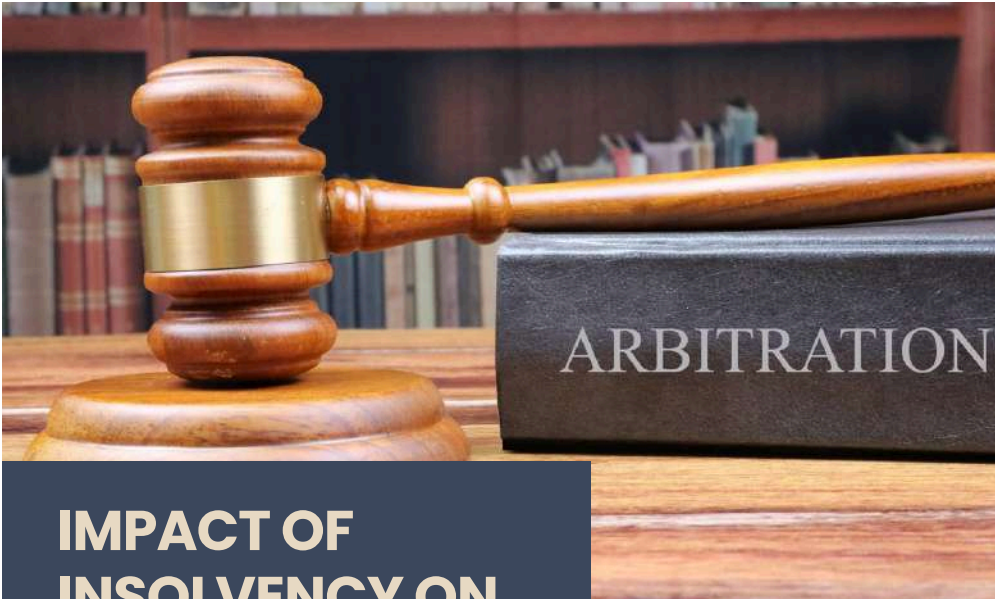


THE LEGAL COMPASS



IMPACT OF INSOLVENCY ON ONGOING ARBITRATIONS: A BRIEF OVERVIEW OF THE LEGAL FRAMEWORK

By Pallavi Agrawalla, Associate

THE ARTICLE WAS FIRST PUBLISHED IN IBCLAWS.IN

What's Inside!

Legal Updates -Articles by Experts

The Spotlight - Highlights of Events, Webinars and Podcasts

Awards & Accolades - Firm's Rankings in Legal 500, Lexology Index & Benchmark Litigation Asia Pacific

INTRODUCTION

Arbitration serves as a pivotal mechanism for resolving disputes in large-scale projects, especially in jurisdictions like India, where the construction sector significantly contributes to economic growth. However, the intersection of insolvency proceedings with ongoing arbitrations introduces complex legal challenges, including jurisdictional conflicts, the applicability of moratoriums, and the enforceability of arbitral awards. Construction disputes often involve multiple stakeholders, including contractors, subcontractors, suppliers, and financiers, making the impact of insolvency even more pronounced.

The question of whether arbitration can proceed once insolvency proceedings are initiated, and whether arbitral awards can be enforced post-insolvency, depends on the interaction between insolvency laws and arbitration laws. This article provides an analysis of the legislative frameworks, judicial interpretations, and practical implications of insolvency on ongoing construction arbitrations in India, with a particular focus on enforcement challenges.



LEGAL FRAMEWORK FOR INSOLVENCY AND ARBITRATION IN CONSTRUCTION DISPUTES

The Insolvency and Bankruptcy Code, 2016 (IBC) provides a comprehensive framework for insolvency resolution. Section 14 of the IBC mandates an automatic moratorium on all legal proceedings, including arbitration, upon the admission of a corporate insolvency resolution process (CIRP) against a debtor. The Arbitration and Conciliation Act, 1996 (ACA), which governs arbitration proceedings in India, does not provide an exception to this moratorium, meaning that arbitrations involving an insolvent debtor are generally stayed unless they are initiated by the corporate debtor itself or aid in the maximization of its assets.

EFFECT OF INSOLVENCY ON ARBITRATION PROCEEDINGS

Upon the commencement of CIRP under the IBC, an automatic moratorium is imposed, staying all proceedings against the corporate debtor, including arbitrations. This significantly affects construction disputes, where contractors and subcontractors are frequently involved in arbitration over delayed payments, liquidated damages, or variations.

The Supreme Court of India has reinforced this principle by holding that arbitration proceedings must be halted once a moratorium is in effect.^[1] Further, the National Company Law Appellate Tribunal (NCLAT) has observed that the moratorium is applicable on pending arbitral proceedings as well, i.e., on arbitral proceedings which had commenced before the imposition of moratorium under IBC.^[2]

However, it is important to note that a dispute remains arbitrable until a petition is admitted under Section 7 of the IBC, which transforms it into an in rem proceeding, barring arbitration^[3]. Thus, merely because an insolvency petition is pending, it cannot

be an embargo on the power of the Court to decide arbitration applications.^[4]

Courts have, however, identified certain exceptions where arbitration may continue. The Delhi High Court in *Power Grid Corporation of India v Jyoti Structures Ltd.*^[5] had observed that until and unless the pending proceeding has the effect of endangering, diminishing, dissipating or adversely impacting the assets of the corporate debtor, it would not be prohibited under Sec. 14 of the IBC. The Delhi High Court allowed arbitration to continue as it was beneficial to the corporate debtor.

Further, with respect to counterclaims against a corporate debtor, the Delhi High Court in *SSMP Industries Ltd. v Perkan Food Processors Pvt. Ltd.* observed that it may be permitted if they do not adversely impact its assets, thereby adding credence to the position adopted by the National Company Law Appellate Tribunal (NCLAT) in *Jharkhand Bijli Vitran Nigam Ltd. v IVRCL Limited*^[6], wherein it was held that even if proceedings are allowed to be continued no recovery can be pursued against the corporate debtor during the operation of the moratorium period.

The interplay between arbitration and insolvency in India has been further elucidated in the case of *Indian Oil Corporation Ltd v. ArcelorMittal Nippon Steel India Ltd.*^[7], wherein the Delhi High Court dismissed IOCL's petition under Section 11 of the ACA, holding that once a resolution plan under the IBC is approved, all pre-existing claims against the corporate debtor are extinguished unless expressly preserved in the plan. It was observed that referring the dispute to arbitration would amount to reopening the resolution process, failing the "eye of the needle" test. While the Delhi High Court's judgement was later rendered infructuous by the Supreme Court in view of an agreement between the parties to appoint arbitrators; the Supreme Court in *Essar Steel India Ltd. v. Satish Kumar Gupta*^[8] upheld this principle, emphasizing that resolution applicants must not be burdened with past claims.

ENFORCEMENT OF ARBITRATION AWARDS AGAINST AN INSOLVENT PARTY

Once an Arbitral Tribunal issues an award, it may be challenged under Sections 34 or 36 of the ACA. In such cases, the principle under Section 14 of the IBC, which aims to maximize the value of the corporate debtor's (CD) assets becomes relevant. If an arbitral award imposes a monetary liability on the CD, the moratorium under the IBC will be triggered, preventing any enforcement. As a result, challenges to an award are generally allowed only if the award favors the CD or if continuing the proceedings does not adversely impact its financial position.

Another key issue courts have addressed is whether a final arbitral award constitutes evidence of debt. In *Annapurna Infrastructure (P) Ltd. v. SORIL Infra Resources Ltd.*^[9], the NCLAT held that an arbitral award against a CD qualifies as a default under the IBC.

However, in *K. Kishan v. Vijay Nirman Co. (P) Ltd.*^[10], the Supreme Court clarified that while arbitral awards can serve as proof of debt, the ongoing proceedings challenging the Award therein constituted a pre-existing dispute, which precluded the Operational Creditor from filing an insolvency application until the resolution of the challenge under Section 34 of the ACA, or the completion of enforcement proceedings under Section 37 of the ACA. The Supreme Court later^[11] clarified that this restriction does not apply to Financial Creditors.

Footnotes

[1] *Alchemist Asset Reconstruction Company Ltd. v Hotel Gaudavan Pvt. Ltd.*, AIR 2017 SC 5124.

[2] *K.S. Oils Ltd. v The State Trade Corporation of India Ltd. & Ors.*, (2018) 146 SCL 588.

[3] *Indus Biotech Private Limited v. Kotak India Venture (Offshore) Fund & Ors.*, 2021 SCC OnLine SC 268.

[4] *Millennium Education Foundation v. Educomp*, 2022 SCC OnLine Del 1442.

[5] (2018) 246 DLT 485.

[6] *C.A. (AT) (Insolvency) No. 285/2018.*

[7] 2023 SCC OnLine Del 6318.

[8] *Committee of Creditors of Essar Steel India Limited (through authorized signatory) v. Satish Kumar Gupta and Others*, (2020) 8 SCC 531.

[9] 2017 SCC OnLine NCLAT 380.

[10] (2018) 17 SCC 662.

[11] *Kotak Mahindra Bank Limited v. A. Balakrishnan*, 2022 SCC OnLine SC 706.

ADDRESSING UNCERTAINTIES AND CHARTING A PATH FORWARD

India follows a strict statutory moratorium on arbitration and restricts arbitrability post-insolvency to ensure centralized resolution under the IBC. While this framework seeks to protect the corporate debtor's assets and ensure a fair insolvency resolution process, it often leaves creditors, especially contractors and subcontractors, without effective recourse for prolonged periods.

The blanket stay on proceedings, though well-intentioned, raises certain important questions: Should arbitrations be allowed to continue in cases where claims do not threaten the insolvency process? Could a more nuanced approach strike a balance between protecting the debtor and preserving the enforceability of legitimate claims? A further concern is the enforceability of arbitral awards post-insolvency. If an award against a corporate debtor is rendered ineffective due to the IBC's moratorium, does this weaken arbitration's role as a reliable dispute resolution mechanism?

International jurisdictions often adopt a more flexible approach, allowing arbitrations to continue in specific cases or ensuring that awards remain enforceable within insolvency proceedings. Aligning India's legal framework more closely with global best practices could provide greater predictability and legal certainty, ensuring that arbitration remains an effective means of resolving disputes—even when insolvency intervenes.

Given these challenges, construction stakeholders must take proactive steps to safeguard their interests. One way to mitigate insolvency risks is by incorporating insolvency-specific arbitration clauses in contracts, ensuring that disputes can proceed under certain conditions or specifying alternative enforcement mechanisms within insolvency proceedings.

Additionally, structuring contracts with strong security mechanisms, such as escrow arrangements, bank guarantees, or third-party funding provisions, can provide financial certainty and reduce the risk of arbitration becoming futile due to a debtor's insolvency. While these measures may not entirely override statutory restrictions, they could offer greater protection in long-term projects where insolvency risks are high.



Unravelling the Complexities in Completion of Construction Projects

By Roshanara Rauf, Principal Associate, MRP Advisory

INTRODUCTION

One of the most persistent challenges in construction projects is determining when a construction project is truly "complete." This article explores the complexities interlinked with the completion of construction projects.

The Role of Completion Certificates and Their Importance in the Project

A completion certificate signifies the formal acknowledgment that the work has met contractual obligations. Most projects provide for two types of completion certificates:

- Provisional Acceptance Certificates (PAC) and Final Acceptance Certificates (FAC).
Provisional Acceptance Certificate (PAC): This certificate is issued when the project is substantially complete and can be used for its intended purpose, even if minor defects or pending works remain. The PAC usually marks the start of the defects liability period, during which the contractor remains responsible for rectifying any outstanding issues.
- Final Acceptance Certificate (FAC): The FAC is issued once all contractual obligations, including any required rectifications and defect corrections, are fully satisfied. This certificate signifies the official handover of the project, releasing the contractor from any further liability.
- Disputes often arise when an employer refuses to issue an FAC due to unresolved defects, even when a PAC has already been granted.



Dispute Over the Definition of 'Completion' in Construction Projects

In construction projects, one of the most contentious issues is the definition of "completion." Disputes arise due to varied contractual interpretations amongst contractors, employers, and project managers as to when a project is truly complete.

More often, disagreement stems from the concept of "snagging" or the "punch point list." While contractors may argue that minor outstanding works do not prevent the project from being complete, employers insist that completion can only be acknowledged when every defect or outstanding task has been rectified. These disagreements delay handovers, payments, and contract closeouts.

In FIDIC based contracts, completion is assessed and confirmed by the engineer. This leads to the contractor bringing claims against the engineer's failure to issue completion certificates.

Employers often hesitate to issue a completion certificate due to concerns about lingering defects, and the legal implications associated with completion. The issuance of a completion certificate is also a triggering event for various contractual obligations which further adds to the hesitation:

Transfer of Risk and Possession

Upon issuance of completion certificate, the possession and risk in the works is contractually transferred to the employer. Thereafter, the employer would have to ensure that it has taken sufficient insurance to protect the works.

Commencement of Defects Liability Period

The issuance of a completion certificate usually marks the commencement of the defects liability period, during which period contractor's responsibility is limited to rectifying defects identified post-completion. From an Employer's perspective, it is always preferred that the defects liability period commences at a later stage to ensure the contractor's assistance in the project remains for a longer period.

Demobilization

Once a project is certified as complete, the contractor begins to withdraw resources, which can make it challenging to rectify any last-minute defects. A very limited number of the contractor's representatives stay on site during the defects liability period.

Financial Closeout

Completion triggers the financial closeout process. One of the key actions following the certificate's issuance is the payment of the final bill, i.e., reconciliation of all invoices for payment of outstanding amounts owed to contractors. Additionally, this phase includes resolving any remaining claims and releasing retention funds.

End of Employer's Right to Levy Liquidated Damages

The Employer can no longer levy liquidated damages after completion. Therefore, employers are careful that the completion certificates are granted only after all the tests are passed and there is no scope for repair of defective works or any additional work or rework.

Return/Reduction of Securities

The completion certificate often triggers the reduction of performance bond (upon issuance of PAC) and return of the performance bond (upon issuance of FAC) which serve as financial security for the employer.

The reluctance to issue the certificate can sometimes be a strategic move by employers to maintain leverage over contractors, ensuring that any outstanding issues are addressed promptly. The employer also levies delay damages in the event that the contractor fails to complete the project as per the contractual timelines.

Issue of Practical Completion vs. Contractual Completion

Another key area of dispute is the difference between practical and contractual completion. Practical completion occurs when the project can be used for its intended purpose, even if some minor defects or non-critical works remain unfinished. Contractual completion, on the other hand, requires full compliance with all contractual obligations, including rectifying all defects, completion of all tests and fulfilling all outstanding work.

Employers argue that any remaining defects or incomplete work prevents them from formally recognizing completion, while contractors claim that the project is operational and fit for use. This results in disputes relating to the issue of abandonment wherein the contractors demobilize once they consider the project practically complete, while employers may view this as a breach if contractual obligations remain unfulfilled. This misalignment frequently leads to arbitration proceedings, as both parties seek to enforce their interpretation of completion.

Standard form of contracts like the FIDIC overcome this issue by allowing deemed taking over in certain circumstances. For example, sub-clause 10.2 of FIDIC 1999 Red Book. Employers circumvent deemed taking over by including special conditions that delete such provisions.

Preventive Measures for a Smooth Road to Completion

Clear Contractual Terms

It is crucial for contracts to clearly define completion terms and criteria. Ambiguities in the contract language often lead to unnecessary arbitration proceedings. Therefore, legal teams need to draft precise terms regarding completion, defect liability period, inspection and parties' legal obligations. Disputes often arise when the provisions relating to completion are scattered throughout the contract, making a harmonious interpretation of the provisions extremely difficult.

Implementing a phased completion mechanism in the project can help mitigate disputes. Breaking down the completion milestones of large-scale projects into clearly defined phases, reduces the risk of disagreement over when a project is sufficiently finished.

Another way of reducing the possibility of disputes is by ensuring that the completion provisions under the contract are objective. For instance, ensuring that the contractor has the right to inspect by itself if the employer unreasonably refuses to attend inspections, a clearer mechanism to close punch-list issues etc. will ensure smooth completion of the project.

Provision of regular joint inspections by employers and contractors under the contract can also help identify and resolve issues before they escalate into formal disputes.

Provision of performance-based incentives motivates contractors to meet completion targets, minimizing disputes over final project status.

Contractors should also be careful to avoid succumbing to unrealistic deadlines in their contract terms. However, this becomes extremely difficult in projects that are granted through competitive bids.

Multi-tiered Dispute Resolution Mechanism

Another effective approach is to establish pre-arbitration resolution mechanisms before resorting to arbitration. Settlement negotiations and mediation can provide quicker and less adversarial solutions. Encouraging open communication and proactive resolution strategies can help both parties achieve fair outcomes without prolonging the dispute.

Maintaining Project Documentation

Maintaining thorough project documentation is key. Keeping detailed records of progress, quality control measures, and snagging lists ensures a solid evidentiary foundation. When disputes arise, well-documented evidence can expedite resolution and clarify whether the project meets practical or contractual completion standards. Effective construction project management software like Aconex eases the documentation process.

Effective training

Additionally, training contractors' employees on the completion mechanism is essential to prevent oversight of critical steps required to ensure completion. Contractors can proactively meet completion condition by training personnel on snagging, documentation requirements, and procedural compliance. This will reduce delays and disputes at the final project stage.

Issues pertaining to Subcontracts

To further minimize disputes, subcontractors should ensure that completion in their subcontracts is not directly tied to completion in the main contract. If a subcontractor's completion certificate is dependent on the main contract's completion, it can result in prolonged stays on-site, leading to additional costs and resource allocation issues. Establishing clear, independent completion criteria within subcontracts can help avoid such complications.

Expert Determination

In construction arbitration, resolving disputes over completion often involves expert determination. Independent experts assess whether the project meets the necessary completion criteria. The expert's role is to evaluate whether outstanding defects or unfinished works significantly impact the project's intended use or if they are minor.

By relying on technical expertise, arbitrators can reach fair resolutions that consider both legal and practical perspectives. In many cases, arbitration panels weigh expert findings heavily when deciding whether to enforce contractual or practical completion.

Conclusion

While it is true that disputes often arise at the stage of completion, there are several ways by which parties can prevent such disputes at the outset of the project – clear contractual terms, regular inspections, and effective training can ensure a smoother completion of the project. Parties have now become proactive and agree on bespoke contracts wherein the completion mechanism is clear and objective.

THE SPOTLIGHT



MRP Advisory at the 2nd SCL India-Mumbai International Conference on Construction Law & Arbitration 2025

3rd May, 2025

We are proud to share that MRP Advisory was a sponsor at this prestigious conference held in Mumbai by Society of Construction Law-India, bringing together thought leaders from across the globe in the field of construction law and arbitration. It was an honour for MRP Advisory to contribute to the dialogue shaping the future of construction disputes.

Our team was well represented on two key panels:

Ms. Gunjan Chabbra – Partner at MRP Advisory, spoke on “Role of Delay Experts & Methodologies of Delay Analysis”, alongside esteemed panellists – Mr. Unmesh Kulkarni, Senior Vice President - Contracts Administration, Shapoorji Pallonji, Mr. Andrew Mackenzie, Partner, Regional Head of Litigation, Arbitration & Regulatory, DLA Piper Middle East, Mr. Amit Pekam, Sr. Director, FTI Consulting and Ms. Nikita Panse, International Arbitration Associate at Hamish Lal Partners, London.

Mr. Rishabh Jogani – Partner at MRP Advisory, was a speaker in the session on “Laws of Concurrent Delay”, sharing the stage with Mr. Sunil Mawkin, Counsel (International Arbitration) at A&O Shearman, Mr. Mohammed Talib, Partner at Pinsent Masons, Mr. Ganesh Chandra Kabi, Founder - Kabi & Associates and Mr. Puneet Gupta, Founder & CEO - Kuremu.

THE SPOTLIGHT



Dr. Ram Manohar Lohiya National Law University, Lucknow invited Ms. Gunjan Chhabra, Partner to judge the final round, and Mr. Nikhil Ramdev, Sr. Associate, MRP Advisory to judge the preliminary and quarter-final round of the 3rd RMLNLU - S&A Law Offices International Arbitration Moot Court Competition, 2025.



Rishabh Jogani, Partner shared his experience on **international dispute resolution and how India can become a new hub for local and international arbitrations** in an event organised at **Adani University, Ahmedabad**

VIRTUAL SPOTLIGHT

MRP Advisory WEBINAR

LIQUIDATED DAMAGES IN CONSTRUCTION DISPUTES: A COMPARISON ACROSS MULTIPLE JURISDICTIONS

30TH JANUARY 2025 THURSDAY 3:00 PM GST / 4:30 PM IST

SADAFF HABIB
INDEPENDENT ARBITRATOR
EQUANIMITY ARBITRATION

ABDULREHHA AL LAWATI
FOUNDER
ALC LAWYERS & COUNSELS

FORAM MAJMUDAR
SENIOR ASSOCIATE
LAW FIRM OF HASSAN MAHASSNI

KORT EGAN
BARRISTER
GATHOUSE CHAMBERS

ADARSH RAMAKRISHNAN
PARTNER
MRP ADVISORY

VIVEK SHARMA
MODERATOR-ASSOCIATE
MRP ADVISORY

VISIT OUR WEBSITE: <https://mrp-advisory.com/> CONTACT US: +971 4 634 2085 REGISTER NOW

Liquidated Damages in Construction Disputes: A Comparison Across Multiple Jurisdictions

The webinar brought together industry experts from UAE, Oman, KSA, UK and India to discuss how liquidated damages are addressed in construction disputes. Watch here - <https://youtu.be/AEzQYQtFfqw>

Panelist: The panel speakers comprising of Sadaff Habib, Independent Arbitrator, Equanimity Arbitration; Abdulredha Al Lawati, Founder, ALC Lawyers & Counsels; Kort Egan, Barrister, Gatehouse Chambers; Foram Majmudar, Senior Associate, Law Firm of Hassan Mahassni; Adarsh Ramakrishnan, Partner, MRP Advisory; Vivek Sharma, Associate, MRP Advisory shared practical insights into legal interpretations, enforceability, and strategies to navigate disputes effectively.

MRP Advisory WEBINAR

Delay and Disruption Claims in Construction: Key Takeaways from Landmark Judgements

12th Mar 2025 4:30 PM IST / 3:00 PM GST

Siddhesh Redkar
General Counsel
Hindustan Construction Company

Mohamed Hamza
Associate Director
Boultswood + Associates

Adj. Prof. Stephen Hibbert
International Commercial Arbitrator & Mediator

Gunjan Chhabra
Partner
MRP Advisory

Devesh Matta
Moderator, Associate
MRP Advisory

<https://mrp-advisory.com/>

Delay and Disruption Claims in Construction: Key Takeaways from Landmark Judgment

The webinar on “Delay and Disruption Claims in Construction: Key Takeaways from Landmark Judgments” featured industry experts Mr. Manoj Kumar, AVP – Legal and Contracts at EFKON India; Mr. Mohamed Hamza, Associate Director at Boultswood+Associates; Prof. Stephen Hibbert, International Commercial Arbitrator and Mediator; Ms. Gunjan Chhabra, Partner at MRP Advisory as the panel lead and Mr. Devesh Matta, Associate at MRP Advisory as the moderator. The panel provided valuable insights into key judicial decisions shaping delay and disruption claims in construction projects, common pitfalls, best practices, and emerging trends in managing construction disputes. Watch here - <https://www.youtube.com/watch?v=RmcPgDFia3U>

MRP Advisory WEBINAR

DOCTRINE OF GOOD FAITH IN CONSTRUCTION DISPUTES: CIVIL AND COMMON LAW PERSPECTIVES

9 AM BST / 12 PM GST / 1:30 PM IST 10 OCTOBER 2024

Speaker Andrew Goddard KC
Leading Silk
Atkin Chambers

Speaker Dr. Ahmed El Shakankiry
Head of Legal and Compliance GCC
Samsung Oulf electronics

Speaker Sheetal Kulkarni
Sr. Vice President
Head - Legal and Secretarial
TKL Industries Pvt Ltd

Speaker Rishabh Jogani
Partner
MRP Advisory

Kunj Pandya
Sr. Associate, MRP Advisory
Moderator

REGISTRATION: <https://cdh28d.com/Events/a24/h2/v8P/10/index.html>

Webinar on Doctrine of Good Faith in Construction Disputes under civil and common law

The panel discussed how good faith is interpreted and applied across legal systems. From mandatory obligations in civil law to implied duties in common law, the discussion highlighted key differences and their impact on dispute resolution in construction contracts. Watch here - <https://youtu.be/81a6I60kboA>

Panelist: Mr. Andrew Goddard KC, Atkin Chambers; Mr. Ashish Singh, VP, Marketing & Business Development, KEC International; Ms. Sheetal Kulkarni, Sr. VP, Head Legal & Secretarial, TKIL Industries Pvt. Ltd; Mr. Rishabh Jogani, Partner, MRP Advisory as the panel lead and Ms. Kunj Pandya, Sr. Associate, MRP Advisory as Moderator.

VIRTUAL SPOTLIGHT



Arbitration and Mediation: Capacity Building in India

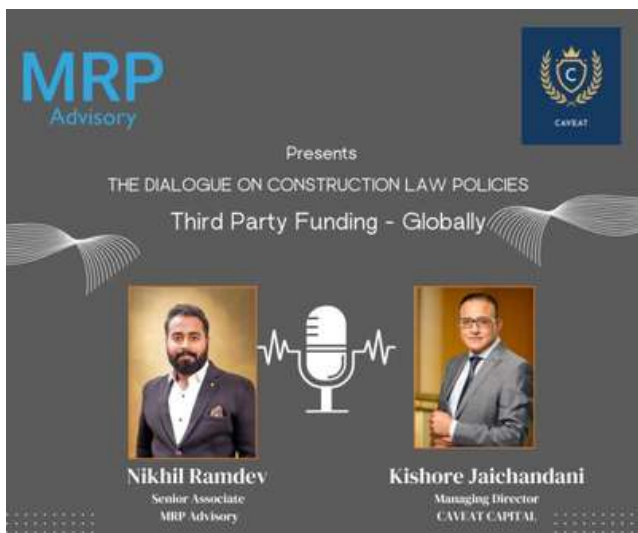
On 2nd May 2025, we hosted an engaging webinar on Arbitration and Mediation: Capacity Building in India, where distinguished experts and practitioners came together to discuss the evolving ADR landscape, key challenges, and future opportunities in India. We extend our sincere thanks to our esteemed panellists—Shilpi Mehta (Assistant Professor, Bhagwant University, Ajmer), Shweta Srivastava (Associate Director, Masin), Corrado Mora (International Mediator, Trainer, and ADR Consultant), and Nikhil Ramdev (Senior Associate, MRP Advisory)—for sharing their valuable insights, and to Pallavi Agrawalla (Associate, MRP Advisory) for moderating the session. Watch here - <https://youtu.be/l-g0KpltFzE>



The Dialogue on Construction Law Policies

In this thought-provoking episode, we dive deep into Litigation Funding and its growing role in shaping construction law and dispute resolution. Join Nikhil Ramdev, Senior Associate at MRP Advisory, in conversation with Dilip N. Massand, Co-Head Middle East and Head – Global Strategic Partnerships at Argentem Creek Partners, as they unpack the evolving landscape of litigation funding in the construction sector.

Click here - <https://youtu.be/0AeHDrxj5Dw>



Third Party Funding – Globally

As part of The Dialogue on Construction Law and Policy, this conversation on Third Party Funding – Globally between Mr. Kishore Jaichandani, MD, CAVEAT CAPITAL and Mr. Nikhil Ramdev, Sr. Associate, MRP Advisory explores litigation funding, its growing presence globally and specially in UAE, funding processes, trends and outlooks, and the role of CAVEAT CAPITAL in this evolving industry. Click here - <https://youtu.be/wHoPdeM8ekg>

AWARDS & ACCOLADES

 LEXOLOGY INDEX

Rishabh Jogani
MRP Advisory FZ LLC
Arbitration Future Leaders - Partners 2025

Peers and clients say: "Rishabh is hard working, diligent and understands the case strategy very well"
"His understanding of technical issues is unparalleled"
"His cross-examinations are invaluable"

View the professional biography at [lexology.com/index](https://www.lexology.com/index)



RECOMMENDED

Ranked in Construction and Dispute Resolution: Arbitration and International Litigation in the EMEA region

LEADING FIRM

Legal500
EMEA
2025

MRP
— Advisory —

 BENCHMARK LITIGATION ASIA-PACIFIC

**FUTURE STAR
CONSTRUCTION**



GUNJAN CHHABRA
PARTNER

MRP | ADVISORY

MRP | ADVISORY

RANKED IN BENCHMARK LITIGATION ASIA PACIFIC 2025

INTERNATIONAL ARBITRATION
COMMERCIAL & TRANSACTIONS
CONSTRUCTION



 BENCHMARK LITIGATION ASIA-PACIFIC

DISCLAIMER

This Newsletter is for informational purposes only. The information and/or observations contained in this newsletter do not constitute legal advice and should not be acted upon in any specific situation without appropriate legal advice. The views expressed in this newsletter do not necessarily constitute the final opinion of MRP Advisory and should you have any queries, please feel free to contact us at marketing@mrp-advisory.com